

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION W16BEV7036010		PAGE 1 OF 50	
2. CONTRACT		3. AWARD/EFFECTIVE		4. ORDER		5. SOLICITATION W9124D-07-R-0038	
7. FOR INFORMATION		a. TERRI L. CORBETT				b. TELEPHONE NUMBER (No Collect Calls) 502-624-8069	
9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR BLDG 1109B STE 250 199 6TH FORT KNOX KY 40121-5720  TEL: FAX:		COD   W9124D		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET % <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS 721110 SIZE STANDARD:\$6.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RF <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RF	
15. DELIVER TO MILITARY ENTRANCE PROCESSING STATION MR ATTN SUPPLY MR BENNETT BLDG 2024 ENT NIAGARA FALLS ARS NY 14304- TEL: 716-551-4062 FAX:		COD   W16BEV0		16. ADMINISTERED BY  COD			
17a. CONTRACTOR OFFER     TEL. FACILITY COD		COD		18a. PAYMENT WILL BE MADE BY  COD			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: <input type="checkbox"/> OFFER . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS					PAGE 2 OF 50	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVE <input type="checkbox"/> INSPECTE <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIV		32c.	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIV			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIA <input type="checkbox"/> FINA			<input type="checkbox"/> COMPLET <input type="checkbox"/> PARTIA <input type="checkbox"/> FINA			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c.	42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

## Section SF 1449 - CONTINUATION SHEET

NOTE: THIS SOLICITATION IS ISSUED CONFORMED TO AMENDMENT 0001.

THIS SOLICITATION IS ISSUED AS A COMMERCIAL ACQUISITION USING A COMBINATION OF FAR 12 & 15. OFFERORS SHALL READ AND FOLLOW THE CLAUSE "INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS", FAR 52.212-1 WHEN SUBMITTING THEIR PROPOSALS.

OFFERORS SHALL COMPLETE THE FOLLOWING INFORMATION:

DUNS NUMBER\_\_\_\_\_

CAGE CODE\_\_\_\_\_

TAX ID NO.\_\_\_\_\_

FAX NO.\_\_\_\_\_

EMAIL ADDRESS:\_\_\_\_\_

NOTE: ORIGINAL PROPOSAL, PLUS FOUR COPIES, SHALL BE MAILED TO:

DIRECTORATE OF CONTRACTING

SFCA-SR-KN

BLDG 1109B, ROOM 250

199 6TH AVENUE

FORT KNOX, KY 40121-5720

PROPOSAL SHALL BE BROKEN INTO TWO SEPARATE SECTIONS.

**SECTION I** SHALL CONTAIN THE PRICING, REPRESENTATIONS AND CERTIFICATIONS, AND A COPY OF EACH SUBCONTRACTOR AGREEMENT. ONLY ONE "ORIGINAL" COPY OF THIS SECTION IS REQUIRED.

**SECTION II** SHALL CONTAIN THE WRITTEN TECHNICAL PROPOSAL AND A COPY OF EACH SUBCONTRACTOR AGREEMENT. A TOTAL OF FIVE COPIES OF THIS SECTION IS REQUIRED. THE TECHNICAL PROPOSAL SHALL **NOT** CONTAIN ANY PRICES.

OFFERORS SHALL ENSURE THE SOLICITATION NUMBER AND OPENING DATE APPEAR ON THE OUTSIDE OF THE MAILING PACKAGE.

QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO THE ATTENTION OF TERRI CORBETT @ FAX 502-624-7165 OR 502-624-5869. EMAIL IS **NOT** RECOMMENDED.

REQUIREMENTS TYPE CONTRACT TO PROVIDE MEALS, LODGING, & TRANSPORTATION FOR APPLICANTS PROCESSING THROUGH THE BUFFALO MILITARY ENTRANCE PROCESSING STATION (MEPS) DURING THE BASE PERIOD OF 1 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008, WITH FOUR ONE-YEAR OPTION PERIODS.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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**0001 SERVICES FOR THE BASE PERIOD OF 1 OCTOBER 2007 - 30 SEPTEMBER 2008**

0001AA	Meals, Lodging, and Transportation with automatic cancellation at 8:00 pm unless guaranteed for late arrival (regular applicants).	5,410	Each	_____	\$ _____
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0001AB	Meals, Lodging, and Transportation for "walk-in" applicants	763	Each	_____	\$ _____
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0001AC	Emergency Noon Meal	50	Each	_____	\$ _____
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TOTAL AMOUNT OF THE BASE PERIOD (CLINS 0001AA - 0001AC): \$ \_\_\_\_\_

**0002 OPTION SERVICES FOR THE FIRST OPTION PERIOD OF 1 OCTOBER 2008 - 30 SEPTEMBER 2009**

0002AA OPTION	Meals, Lodging, and Transportation with automatic cancellation at 8:00 pm unless guaranteed for late arrival (regular applicants).	5,410	Each	_____	\$ _____
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0002AB OPTION	Meals, Lodging, and Transportation for "walk-in" applicants	763	Each	_____	\$ _____
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0002AC OPTION	Emergency Noon Meal	50	Each	_____	\$ _____
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TOTAL AMOUNT OF THE FIRST OPTION PERIOD (CLINS 0002AA - 0002AC):  
\$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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**0003  
OPTION**      **SERVICES FOR THE SECOND OPTION PERIOD OF 1 OCTOBER 2009 - 30 SEPTEMBER 2010**

0003AA OPTION		5,410	Each	_____	\$ _____
	Meals, Lodging, and Transportation with automatic cancellation at 8:00 pm unless guaranteed for late arrival (regular applicants).				

0003AB OPTION		763	Each	_____	\$ _____
	Meals, Lodging, and Transportation for "walk-in" applicants				

0003AC OPTION	Emergency Noon Meal	50	Each	_____	\$ _____
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TOTAL AMOUNT OF THE SECOND OPTION PERIOD (CLINS 0003AA - 0003AC): \$ \_\_\_\_\_

**0004  
OPTION**      **SERVICES FOR THE THIRD OPTION PERIOD OF 1 OCTOBER 2010 - 30 SEPTEMBER 2011**

0004AA OPTION		5,410	Each	_____	\$ _____
	Meals, Lodging, and Transportation with automatic cancellation at 8:00 pm unless guaranteed for late arrival (regular applicants).				

0004AB OPTION		763	Each	_____	\$ _____
	Meals, Lodging, and Transportation for "walk-in" applicants				

0004AC OPTION	Emergency Noon Meal	50	Each	_____	\$ _____
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TOTAL AMOUNT OF THE THIRD OPTION PERIOD (CLINS 0004AA - 0004AC): \$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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**0005 OPTION SERVICES FOR THE FOURTH OPTION PERIOD OF 1 OCTOBER 2011 - 30 SEPTEMBER 2012**

0005AA OPTION	Meals, Lodging, and Transportation with automatic cancellation at 8:00 pm unless guaranteed for late arrival (regular applicants).	5,410	Each	_____	\$ _____
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0005AB OPTION	Meals, Lodging, and Transportation for "walk-in" applicants	763	Each	_____	\$ _____
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0005AC OPTION	Emergency Noon Meal	50	Each	_____	\$ _____
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TOTAL AMOUNT OF THE FOURTH OPTION PERIOD (CLINS 0005AA - 0005AC): \$ \_\_\_\_\_

TOTAL AMOUNT OF THE BASE AND FOUR OPTION PERIODS (CLINS 0001 - 0005AC): \$ \_\_\_\_\_

**NOTES:**

1) ALL ROOMS ARE RESERVED UNTIL 8:00 P.M., AT WHICH TIME THEY SHALL BE AUTOMATICALLY CANCELLED UNLESS AN APPLICANT IS GUARANTEED FOR LATE ARRIVAL. IF AN APPLICANT THAT IS GUARANTEED FOR LATE ARRIVAL DOES NOT SHOW, PAYMENT WILL BE MADE AT THE REGULAR APPLICANT COST.

2) ALL ARRIVALS AFTER 8:00 P.M. ARE CONSIDERED WALK-INS, UNLESS THEY WERE GUARANTEED AS A LATE ARRIVAL, AND WILL BE PAID FOR AT THE WALK-IN APPLICANT COST. IF AN APPLICANT THAT WAS PROJECTED, BUT NOT GUARANTEED FOR LATE ARRIVAL, ARRIVES AFTER 8:00 P.M., PAYMENT WILL BE MADE AT THE WALK-IN APPLICANT RATE.

3) AN APPLICANT THAT WAS PROJECTED, BUT NOT GUARANTEED FOR LATE ARRIVAL, AND ARRIVES AFTER 8:00 P.M., WILL BE POSTED ON THE 728 AS "727 Authorized", SINCE HE/SHE WAS ALREADY PROJECTED. THE CONTRACTOR IS NOT REQUIRED TO CALL AND GET AUTHORIZATION SINCE HE/SHE WAS ALREADY PROJECTED.

### GUIDANCE ON PRICING YOUR PROPOSAL

1. For CLIN 0001AA only, the Government will not pay more than \$90.00 per applicant for the Buffalo, New York area.
2. CLINs 0001AA, 0001AB, 0001AC, 0002AA, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0004AA, 0004AB, 0004AC, 0005AA, 0005AB, and 0005AC - unit of issue is "each" and equals the total cost for meals, lodging, transportation and any related charges for using the Government credit card, per each applicant. Contractor shall include the cost of deliverables in appropriate contract line items. NOTE: For information purposes only; there will be a maximum of 17 transactions for the credit card per month.
3. Contractor shall establish any required subcontracting agreements with establishments and shall furnish a copy of such agreements with EACH copy of the proposal. Each subcontracting agreement must contain the contractor and subcontractor's signature. Failure to submit such agreements may render the proposal nonresponsive.
4. By submitting a proposal, contractor agrees that, under no circumstances, will it seek payment or make any collection efforts against the applicants processing through the MEPS for meals, lodging or transportation charges.
5. Contractor's sub-contracting agreement shall contain a provision that the subcontractor will not seek payment or make a collection effort against the applicants for meals, lodging or transportation charges. Neither contractor nor subcontractor shall require or request applicants to sign any documentation acknowledging liability for meals, lodging or transportation charges. Failure to include this provision may result in rejection of the subcontracting agreement and may cause termination of the contract for cause. The applicants may be requested to sign documentation acknowledging liability for any damage that they may cause to their room or the hotel and any other charges they might incur during their stay at the hotel, i.e., long distance calls, pay-per-view movies, etc.
6. The Government may perform an on-site inspection of the facilities proposed, to include the hotel and restaurant. The purpose of the on-site inspection is to confirm the contents of the written proposal. The Government will neither entertain oral presentations nor enter into any discussions with the contractor and/or subcontractor during the on-site inspection. Additionally, proposal revisions will not be accepted during the on-site inspection. Minor clarifications may be permitted.
7. Problems encountered with contract payments shall be directed to the responsible contract administrator.
8. The contractor shall indicate below the name, address and distance from the MEPS location, of the proposed lodging facility:

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TOTAL NUMBER OF SINGLE ROOMS: \_\_\_\_; TOTAL NUMBER OF DOUBLE ROOMS: \_\_\_\_

DISTANCE FROM THE LODGING FACILITY TO THE MEPS LOCATION: \_\_\_\_\_

9. The contractor shall indicate below the name and address of the proposed eating establishment:

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10. The contractor shall indicate below the classification, quantity, man-hours and status (whether full-time or part-time) of personnel, upon which this proposal was based (i.e., desk clerk, full time, 40 hours; cook, part-time, 30 hours)

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11. The number of applicants stated herein is based on the best information available to the Government, but may not be the actual quantities experienced during the contract.

12. Facsimile proposals will not be accepted.

13. Contractors are reminded that Federal contracts may not be transferred without the Government's consent. If the contractor wishes to sell its facilities to a new operator, the contractor will retain contractual responsibility for providing services until a novation agreement is executed recognizing the new contractor.

14. All services to be performed hereunder shall be accomplished in accordance with the enclosed Performance Work Statement for providing Meals and Lodging for Armed Forces Applicants of the Military Entrance Processing Station located at Buffalo, New York.

15. Contractors are required to download the MEPS Welcome Letter from the Directorate of Contracting web site. This letter is to be completed by the hotel and provided to each applicant when they arrive. The web site is <http://doc.knox.army.mil>.

16. Contractors are required to provide a security pamphlet to each applicant when they arrive. Security pamphlet will be provided to the contractor by the local MEPS.

17. ADDENDUM TO FAR 52.212-1 Instruction to Offerors - Commercial Items.

Paragraph (c), Period for Acceptance of Offers: "30 calendar days" is changed to read "60 calendar days".



**52.0000-INCIDENTS (SEP 2000) SPECIAL NOTICE TO CONTRACTORS**

IN CASE OF A SERIOUS INCIDENT INVOLVING THE HEALTH, SAFETY, OR CONDUCT OF AN APPLICANT, THE CONTRACTOR SHALL NOTIFY THE MEPS COR (CONTRACTING OFFICER'S REPRESENTATIVE) AND THE FORT KNOX DIRECTORATE OF CONTRACTING (502/624-8045 OR 8438) THE SAME BUSINESS DAY, OR BY 7:30 A.M., EST. THE NEXT BUSINESS DAY IF THE INCIDENT OCCURS AFTER 4:30 P.M.

SERIOUS INCIDENTS SHALL BE CONSIDERED TO INCLUDE, BUT NOT BE LIMITED TO, ALLEGATIONS OF CRIMINAL CONDUCT, SEXUAL HARASSMENT, PHYSICAL ASSAULT OR THREAT, OR PHYSICAL INJURY INVOLVING AN APPLICANT.

CONTRACTOR'S PERSONNEL SHALL NOT SOCIALIZE OR OTHERWISE ATTEMPT TO FRATERNIZE WITH APPLICANTS. CONTRACTOR SHALL ENSURE THAT ALL OF ITS PERSONNEL INVOLVED WITH APPLICANT SERVICE ARE AWARE OF THESE REQUIREMENTS.

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

PROPOSAL FORMAT AND CONTENT. ALL OFFERORS ARE REQUIRED TO SUBMIT A PROPOSAL WITH, AS A MINIMUM, THE CONTENT SPECIFIED HEREIN. PROPOSALS WITHOUT THE SPECIFIED MINIMUM CONTENT MAY BE JUDGED UNACCEPTABLE.

**1. SECTION I: REQUEST FOR PROPOSALS - SOLICITATION, OFFER AND AWARD DOCUMENT.**

A. Section I shall contain one completed "original" copy of the SF1449 duly executed by an official authorized to contractually bind the offeror, one completed bid schedule, one completed representations and certifications, and one copy of each subcontracting agreement. Special attention should be taken to insure the following:

- 1) That only an authorized person signs block 30 of Standard Form 1449, Page 1;
- 2) That prices are accurately entered, as required, for all CLINs of the solicitation; and
- 3) That all applicable representations and certifications in the solicitation package are fully completed.
- 4) That each subcontracting agreement is signed by all parties.

**2. SECTION II - TECHNICAL/QUALITY PROPOSAL -** The offeror shall submit the original and four copies of the technical/quality proposal. The technical/quality proposal shall consist of the following:

A. One copy of each subcontracting agreement.

B. An offeror shall demonstrate fully that it currently possesses or by the time of contract award, can acquire, develop and have available those technical and quality control qualifications enumerated below which the Government has determined essential to the reliable, efficient and timely accomplishment of the required services. Lack of any of these significant capabilities, or an inability by the offeror to demonstrate the ability to acquire these capabilities immediately upon contract award, shall be considered sufficient cause for a proposal to be determined unacceptable.

C. The offerors technical/quality proposal, which includes the facility quality/quality control, past performance and transportation, shall be prepared simply and economically, providing straightforward concise delineation of what the offeror will do to satisfy the requirements of the solicitation. The proposal shall also provide a narrative and supporting data indicating how the offeror intends to perform/comply with all the requirements of the solicitation making certain the following evaluation subfactors listed below are included:

1. **FACILITY QUALITY/QUALITY CONTROL:** The offerors facility quality/quality control proposal shall consist of a narrative that shall include, but not be limited to:

1.1 **SANITATION AND CLEANLINESS.** The offeror shall thoroughly address their current standard for sanitation and cleanliness and how they propose to meet such standard under the contract. This portion includes, but is not limited to, sleeping, kitchen and dining rooms.

1.2 **ROOM/FACILITY CONDITION.** The offeror shall describe rooms and facility proposed to be used to meet the Government's requirements. Offeror shall make such rooms and facilities available for inspection by the Government.

1.3 MEALS. The offeror shall provide in its proposal a statement explaining how and where they intend to feed the applicants and provide sample menus. Offeror should take careful notice of paragraph 5.2.1, 5.2.2 and 5.2.3 of the statement of work, concerning times for feeding applicants.

1.4 SECURITY. The offeror shall thoroughly identify their current and/or future plan for hotel security to ensure the safety of applicants and/or guests.

1.5 SPECIAL FEATURES. The offeror shall characterize the distinguishing features of the proposed hotel, including any amenities such as applicant lounges, recreational areas, dining facilities and non-smoking rooms.

1.6 FACILITY LOCATION. The offeror shall identify the proposed lodging facility and the proposed dining and preparation facilities. The offeror shall provide the distance of the proposed lodging facility from the MEPS and the distance of the proposed dining and food preparation facilities from the lodging facility. The offeror shall describe the area surrounding the hotel facility, (i.e., facilities/businesses next door, across the street, etc.) as well as proximity to transportation routes and hubs.

1.7 QUALITY CONTROL. The offeror shall submit a quality control proposal, which will be effective and which will remain so during the life of the contract. All changes shall be approved by the contracting officer prior to implementation. The quality control proposal shall thoroughly address its planned approach to support the offeror's proposal and shall include but not be limited to a method of identifying and preventing deficiencies in the quality of service performed. A method of documenting and enforcing quality control operations of both prime and subcontractor work shall be included. Records of all corrective actions taken shall be maintained by the contractor. This documentation shall be made available to the Government upon request during the term of the contract. The offeror shall include all applicable inspections/reports required by law (i.e., fire, health, safety, etc.).

2. PAST PERFORMANCE. The offeror shall describe its past performance on similar contracts it has held within the last two (2) years which are of similar scope, magnitude or complexity to that which is contained in the solicitation. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for providing the services required. Identify what segment of the company received the award or certification. Describe when the award or certification was bestowed.

3. TRANSPORTATION. The offeror shall provide a plan denoting how they will meet the transportation requirements specified in the statement of work. The offeror shall make proposed vehicles available for inspection by the Government. The offeror shall list the model, year, capacity and any options of vehicle proposed. Offeror shall provide proof of insurance for vehicle(s) proposed. If transportation is to be provided by non-organic hotel resources, the transportation carrier may have to either possess SDDC (Surface Deployment and Distributing Command) certification or obtain SDDC certification prior to award.

**3. COST/PRICE.** The cost/price proposal shall be completed using the CLIN (bid) schedule enclosed in the solicitation (as indicated in 1 above). The cost/price proposal shall not be reflected in the technical/quality proposal.

## EVALUATION APPROACH

a. The Government will evaluate each proposal by employing the best value trade off method.

b. All proposals will be subjected to an initial screening by the Contracting Officer to determine whether proposals are complete before being evaluated as detailed below. Proposals that are considered substantively incomplete after initial screening shall be rejected and offerors will be notified they are no longer eligible for further consideration.

Offerors are advised that unsupported promises to comply with contractual requirements will not be sufficient. Additionally, a proposal that is unreasonable, unrealistic, or substantively incomplete in terms of price will not be considered for award.

c. The Government intends to award without discussions. Offerors shall ensure their proposal contains the best terms from a technical and price standpoint; however, the Contracting Officer reserves the right to hold discussions if necessary. Discussions, if any, will be conducted in accordance with FAR 15.306 and final offers will be evaluated in the same manner and against the same criteria as were initial offers.

## **AWARD**

Award will be made to the offeror whose proposal will be most advantageous to the Government considering the evaluation factors stated in the solicitation.

Evaluation factors and significant subfactors upon which award will be based, are set forth below:

### **“BEST VALUE EVALUATION FACTORS”**

1. **EVALUATION OF PROPOSALS.** Proposals submitted will be evaluated on Facility Quality/Quality Control, Past Performance, Transportation and Price factors. Proposal shall conform to all the terms and conditions contained in the solicitation.

2. **BEST VALUE.** The Government is interested in proposals that offer value in meeting the requirements (i.e., quality performance with acceptable risk at a fair and reasonable price.)

a. Among non-cost factors: Facility Quality/Quality Control is more important than Past Performance, which is more important than Transportation. The Facility Quality/Quality Control factor consists of seven sub-factors, each of which is of equal importance in relation to each other.

b. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

3. **PRICE EVALUATION.** Price will not be rated. Award will be made to the responsible offeror whose proposal offers the best overall value to the Government, price and other factors considered. Where the selection official finds the proposals as being essentially equal with respect to technical factors, price may become the determining factor in selecting the best value offer and making the award.

### TECHNICAL EVALUATOR RATINGS

Technical Rating Guidelines: Proposal ratings reflect the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP. The following ratings will be used by the Government in rating the proposals.

#### EXCELLENT

Written proposal and on-site evaluation demonstrate excellent understanding of requirements and approach that significantly exceeds performance or capability standards. Has exceptional strengths, with few or no weaknesses, that will significantly benefit the Government. On site evaluation confirms written proposal.

#### GOOD

Written proposal and on-site evaluation demonstrate good understanding of requirements and approach that exceeds performance or capability standards. Has one or more strengths that will benefit the Government. Any weaknesses can be minimized with normal contractor effort and normal Government monitoring.

#### SATISFACTORY

Written proposal and on-site evaluation demonstrate minimal understanding of requirements and approach that meets performance or capability standards. Proposal presents an acceptable solution, but has few strengths. Any weaknesses can be minimized, but confirms the necessity of special contractor emphasis and close Government monitoring necessary to minimize difficulties.

#### MARGINAL

Written proposal and on-site evaluation demonstrate shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal contract performance. Proposal has few or no strengths. There are major weaknesses that can cause some disruption of schedule or degradation of performance. Requirements can be met with major changes to the proposal. Proposal will not be considered for award.

#### UNSATISFACTORY

Written proposal and on-site evaluation failed to meet performance or capability standards. Requirements can only be met with extensive changes to the proposal. Proposal will not be considered for award.

#### NEUTRAL

An offeror without a record of relevant past performance or for whom information on past performance is not available. In this case, the offeror may not be evaluated favorably or unfavorably on past performance. NOTE: This adjectival rating only applies to the Past Performance Factor.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001 - 0005AC	Contractor	Government	Contractor	Government

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	JUL 2006
52.212-1	Instructions to Offerors--Commercial Items	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;



\_\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

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-----  
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ) Outside the United States.

(k)((1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the

offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (4) [Removed].

\_\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

- XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- \_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- \_\_\_ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- \_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- XX (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- \_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]



- XX (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
- XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one applicant daily, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 45 applicants daily with an average of 26 applicants daily;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery,

the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the current contract period.

(End of clause)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to the expiration of the current contract.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal

liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting  
SFCA-SR-KN, Bldg 1109B, Ste 250  
Fort Knox, KY 40121-5720

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>  
<http://farsite.hill.af.mil>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>  
<http://farsite.hill.af.mil>

(End of clause)

#### 252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense

Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) XX 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) \_\_\_ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) \_\_\_ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) XX 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) XX 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) \_\_\_ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (13) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) XX 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) XX 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of



Public Law 108-375).

(19) XX 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) XX 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(21) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

AFARS 5152.233-9000 Army Contracting Agency Executive Level Agency Protest Program. (APR 2004)

(a) This solicitation is eligible for the HQ, Army Contracting Agency (ACA) Executive-Level Agency Protest (ELAP) program, as an alternative to the usual provisions applicable for Agency protests under FAR 33.103. An ELAP is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The ELAP Program is intended to encourage interested parties to seek resolution of their concerns within ACA, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an ELAP on an ACA procurement to HQ, ACA and while that protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the ACA ELAP, the ACA, ELAP will be dismissed.

(b) An interested party may file a written protest to the Agency under the Executive-Level Agency Protest program for contract solicitations arising and performed within the continental United States. Such ELAPs are limited to objections to any of the following:

(1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.

(2) The cancellation of the solicitation or other request.

(3) An award or proposed award of the contract.

(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) *Voluntary Automatic Stay*. This clause describes the circumstances under which the ACA voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Army Contracting Agency (ACA) Executive Level Agency Protest (ELAP), as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an “automatic stay” and it mirrors the stay required under a timely post-award protest to the Government Accountability Office (GAO) under 31 U.S. Code 3553(c) and FAR 33.104(c) (a “Competition in Contracting Act (CICA) Stay”). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay “override.”

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file an agency protest and, if it is dissatisfied with the agency’s protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

(3) The ACA voluntarily agrees to stay performance of a contract when an interested party files a timely protest under the ELAP Program. Should the interested party disagree with the ACA’s resolution of an ELAP, it may utilize another protest forum without prejudice. The ELAP Voluntary Automatic Stay extends the protester’s right to preserve the status quo pending resolution of all protests with respect to a particular contract action. In return for the protester’s initially filing its protest as an ELAP instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the ELAP decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an ELAP, the agency may override the stay under the same standards and circumstances as would have applied if the protest had originally been filed with the GAO. Nothing in this clause adversely affects an interested party’s rights to protest a contract action to the GAO, or to seek other relief related to the action.

(d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this clause for resolution of protests, or, with the ACA Chief Counsel at HQ, ACA at, 5109 Leesburg Pike, Suite 302, Falls Church, VA 22041-3201.

(e) For the purpose of filing an ELAP, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The ACA Chief Counsel is the ELAP Protest Decision Authority.

(f) An ELAP must include the protester’s name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer’s name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of contracting officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an ACA Executive-Level Agency Protest.

(g) Executive-Level Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Directorate of Contracting, Attn: SFCA-SR-KN Contracting Officer, 199 6th Ave., Ste. 250, Fort Knox, KY 40121-5720.

(End of Provision)

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) POSTER**

This contract is subject to the provisions of FAR 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246). Upon contract award, the contractor shall download and print the poster "Equal Employment Opportunity is the Law" from the Department of Labor website at <http://www.dol.gov/esa/regs/compliance/posters/ofccpost.htm>. The poster shall be posted prominently where it can be readily seen by employees and applicants for employment.

**SERVICE CONTRACT ACT (SCA) POSTER**

This contract/purchase order is subject to the provisions of FAR 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005)(41 U.S.C. 351, et seq). Upon contract award, the contractor shall download and print the poster "Notice to Employees Working on Government Contracts" from the Department of Labor website at [http://www.osha.gov/pls/epub/wageindex.download?p\\_file=F24057/wh1313.pdf](http://www.osha.gov/pls/epub/wageindex.download?p_file=F24057/wh1313.pdf). The poster, along with the Department of Labor Wage Determination (included herein), shall be posted in accordance with directions published on the poster.

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES**

In accordance with FAR Clause 52.222-42 "Statement of Equivalent Rates for Federal Hires," incorporated into this contract by reference at paragraph (c) of FAR Clause 52.212-5 "Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items," the following information is furnished:

**This statement is for information only. It is not a Wage Determination.**

<u>Employee Class</u>	<u>Monetary Wage--Fringe Benefits</u>
Accounting Clerk II	\$ 11.38 -- 36.45%
Bus Driver	19.35 -- 36.45%
Cook I	18.18 -- 36.45%
Desk Clerk	12.77 -- 36.45%
Dishwasher	13.50 -- 36.45%
Food Service Worker	13.50 -- 36.45%
Guard I	12.77 -- 36.45%
House Keeping Aid I	12.32 -- 36.45%
Waiter/Waitress	14.66 -- 36.45%

05-2371 NY,BUFFALO

WAGE DETERMINATION NO: 05-2371 REV (02) AREA: NY,BUFFALO

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:05-2372

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
William W.Gross	Wage Determination No.: 2005-2371
Director	Revision No.: 2
Division of	Date Of Revision: 12/19/2006
Wage Determinations	

State: New York

Area: New York Counties of Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

## \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.37
01012 - Accounting Clerk II	13.88
01013 - Accounting Clerk III	15.96
01020 - Administrative Assistant	23.11
01040 - Court Reporter	15.66
01051 - Data Entry Operator I	11.26
01052 - Data Entry Operator II	13.30
01060 - Dispatcher, Motor Vehicle	15.28
01070 - Document Preparation Clerk	12.75
01090 - Duplicating Machine Operator	12.75
01111 - General Clerk I	12.16
01112 - General Clerk II	13.06
01113 - General Clerk III	14.66
01120 - Housing Referral Assistant	18.72
01141 - Messenger Courier	10.06
01191 - Order Clerk I	11.36
01192 - Order Clerk II	12.75
01261 - Personnel Assistant (Employment) I	14.09
01262 - Personnel Assistant (Employment) II	15.28
01263 - Personnel Assistant (Employment) III	16.74
01270 - Production Control Clerk	18.97
01280 - Receptionist	12.75
01290 - Rental Clerk	14.53
01300 - Scheduler, Maintenance	15.74
01311 - Secretary I	15.74
01312 - Secretary II	17.95
01313 - Secretary III	18.72
01320 - Service Order Dispatcher	14.06
01410 - Supply Technician	23.11
01420 - Survey Worker	15.28
01531 - Travel Clerk I	10.42
01532 - Travel Clerk II	11.01
01533 - Travel Clerk III	11.61
01611 - Word Processor I	12.96
01612 - Word Processor II	14.57
01613 - Word Processor III	16.30
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.28
05010 - Automotive Electrician	20.64
05040 - Automotive Glass Installer	19.86
05070 - Automotive Worker	19.86
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	21.28
05160 - Motor Equipment Metal Worker	19.86
05190 - Motor Vehicle Mechanic	21.28
05220 - Motor Vehicle Mechanic Helper	17.17
05250 - Motor Vehicle Upholstery Worker	19.15
05280 - Motor Vehicle Wrecker	19.86
05310 - Painter, Automotive	20.64
05340 - Radiator Repair Specialist	19.86
05370 - Tire Repairer	17.89
05400 - Transmission Repair Specialist	21.28
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.15
07041 - Cook I	10.58
07042 - Cook II	11.38

07070 - Dishwasher	8.75
07130 - Food Service Worker	8.43
07210 - Meat Cutter	15.31
07260 - Waiter/Waitress	7.72
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.64
09040 - Furniture Handler	16.18
09080 - Furniture Refinisher	20.64
09090 - Furniture Refinisher Helper	17.77
09110 - Furniture Repairer, Minor	19.15
09130 - Upholsterer	20.64
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.76
11060 - Elevator Operator	9.72
11090 - Gardener	11.98
11122 - Housekeeping Aide	9.72
11150 - Janitor	11.01
11210 - Laborer, Grounds Maintenance	10.86
11240 - Maid or Houseman	8.30
11260 - Pruner	10.06
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	10.86
11360 - Window Cleaner	12.05
12000 - Health Occupations	
12010 - Ambulance Driver	14.85
12011 - Breath Alcohol Technician	14.85
12012 - Certified Occupational Therapist Assistant	20.38
12015 - Certified Physical Therapist Assistant	20.38
12020 - Dental Assistant	13.82
12025 - Dental Hygienist	29.85
12030 - EKG Technician	18.27
12035 - Electroneurodiagnostic Technologist	18.27
12040 - Emergency Medical Technician	14.85
12071 - Licensed Practical Nurse I	13.28
12072 - Licensed Practical Nurse II	14.85
12073 - Licensed Practical Nurse III	16.56
12100 - Medical Assistant	12.00
12130 - Medical Laboratory Technician	15.59
12160 - Medical Record Clerk	12.24
12190 - Medical Record Technician	14.64
12195 - Medical Transcriptionist	14.23
12210 - Nuclear Medicine Technologist	26.02
12221 - Nursing Assistant I	9.59
12222 - Nursing Assistant II	10.80
12223 - Nursing Assistant III	11.27
12224 - Nursing Assistant IV	12.64
12235 - Optical Dispenser	14.68
12236 - Optical Technician	12.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.64
12305 - Radiologic Technologist	20.21
12311 - Registered Nurse I	21.31
12312 - Registered Nurse II	25.13
12313 - Registered Nurse II, Specialist	25.13
12314 - Registered Nurse III	30.42
12315 - Registered Nurse III, Anesthetist	30.42
12316 - Registered Nurse IV	36.41
12317 - Scheduler (Drug and Alcohol Testing)	18.41
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.91
13012 - Exhibits Specialist II	23.40
13013 - Exhibits Specialist III	28.53
13041 - Illustrator I	18.91
13042 - Illustrator II	23.39
13043 - Illustrator III	28.53
13047 - Librarian	25.51

13050 - Library Aide/Clerk	13.31
13054 - Library Information Technology Systems Administrator	22.78
13058 - Library Technician	15.75
13061 - Media Specialist I	16.62
13062 - Media Specialist II	18.60
13063 - Media Specialist III	20.73
13071 - Photographer I	13.48
13072 - Photographer II	17.26
13073 - Photographer III	21.35
13074 - Photographer IV	26.05
13075 - Photographer V	31.60
13110 - Video Teleconference Technician	14.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.26
14042 - Computer Operator II	17.11
14043 - Computer Operator III	20.20
14044 - Computer Operator IV	23.94
14045 - Computer Operator V	26.51
14071 - Computer Programmer I (1)	18.13
14072 - Computer Programmer II (1)	22.64
14073 - Computer Programmer III (1)	27.12
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	26.40
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.26
14160 - Personal Computer Support Technician	23.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.10
15020 - Aircrew Training Devices Instructor (Rated)	30.37
15030 - Air Crew Training Devices Instructor (Pilot)	33.41
15050 - Computer Based Training Specialist / Instructor	24.61
15060 - Educational Technologist	20.54
15070 - Flight Instructor (Pilot)	33.41
15080 - Graphic Artist	18.37
15090 - Technical Instructor	18.12
15095 - Technical Instructor/Course Developer	22.16
15110 - Test Proctor	17.23
15120 - Tutor	17.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.79
16030 - Counter Attendant	7.79
16040 - Dry Cleaner	9.31
16070 - Finisher, Flatwork, Machine	7.79
16090 - Presser, Hand	7.79
16110 - Presser, Machine, Drycleaning	7.79
16130 - Presser, Machine, Shirts	7.79
16160 - Presser, Machine, Wearing Apparel, Laundry	7.79
16190 - Sewing Machine Operator	9.81
16220 - Tailor	10.33
16250 - Washer, Machine	8.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.46
19040 - Tool And Die Maker	24.33
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.06
21030 - Material Coordinator	18.97
21040 - Material Expediter	18.97
21050 - Material Handling Laborer	17.74
21071 - Order Filler	12.55
21080 - Production Line Worker (Food Processing)	18.06
21110 - Shipping Packer	14.98
21130 - Shipping/Receiving Clerk	12.05
21140 - Store Worker I	13.98
21150 - Stock Clerk	17.56
21210 - Tools And Parts Attendant	18.06

21410 - Warehouse Specialist	18.06
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.31
23021 - Aircraft Mechanic I	21.55
23022 - Aircraft Mechanic II	22.31
23023 - Aircraft Mechanic III	22.95
23040 - Aircraft Mechanic Helper	17.84
23050 - Aircraft, Painter	20.88
23060 - Aircraft Servicer	19.45
23080 - Aircraft Worker	20.16
23110 - Appliance Mechanic	20.64
23120 - Bicycle Repairer	17.89
23125 - Cable Splicer	27.26
23130 - Carpenter, Maintenance	20.64
23140 - Carpet Layer	19.86
23160 - Electrician, Maintenance	24.63
23181 - Electronics Technician Maintenance I	21.56
23182 - Electronics Technician Maintenance II	22.40
23183 - Electronics Technician Maintenance III	23.10
23260 - Fabric Worker	20.15
23290 - Fire Alarm System Mechanic	22.21
23310 - Fire Extinguisher Repairer	19.27
23311 - Fuel Distribution System Mechanic	27.65
23312 - Fuel Distribution System Operator	22.41
23370 - General Maintenance Worker	20.01
23380 - Ground Support Equipment Mechanic	21.55
23381 - Ground Support Equipment Servicer	19.45
23382 - Ground Support Equipment Worker	20.16
23391 - Gunsmith I	19.27
23392 - Gunsmith II	20.88
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.28
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
22.03	
23430 - Heavy Equipment Mechanic	21.28
23440 - Heavy Equipment Operator	21.60
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	21.62
23470 - Laborer	12.37
23510 - Locksmith	20.64
23530 - Machinery Maintenance Mechanic	22.51
23550 - Machinist, Maintenance	21.28
23580 - Maintenance Trades Helper	17.77
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.11
23593 - Metrology Technician III	23.77
23640 - Millwright	25.64
23710 - Office Appliance Repairer	20.64
23760 - Painter, Maintenance	20.74
23790 - Pipefitter, Maintenance	24.80
23810 - Plumber, Maintenance	23.32
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	20.88
23890 - Sheet-Metal Worker, Maintenance	23.40
23910 - Small Engine Mechanic	19.86
23931 - Telecommunications Mechanic I	22.84
23932 - Telecommunications Mechanic II	23.57
23950 - Telephone Lineman	24.31
23960 - Welder, Combination, Maintenance	21.28
23965 - Well Driller	23.41
23970 - Woodcraft Worker	22.32
23980 - Woodworker	18.52
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.12
24580 - Child Care Center Clerk	11.41

24610 - Chore Aide	8.73
24620 - Family Readiness And Support Services Coordinator	10.44
24630 - Homemaker	12.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.28
25040 - Sewage Plant Operator	20.64
25070 - Stationary Engineer	21.28
25190 - Ventilation Equipment Tender	17.88
25210 - Water Treatment Plant Operator	20.64
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.34
27007 - Baggage Inspector	9.16
27008 - Corrections Officer	23.55
27010 - Court Security Officer	22.33
27030 - Detection Dog Handler	15.49
27040 - Detention Officer	23.55
27070 - Firefighter	21.73
27101 - Guard I	9.16
27102 - Guard II	15.49
27131 - Police Officer I	22.28
27132 - Police Officer II	24.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.88
28042 - Carnival Equipment Repairer	11.32
28043 - Carnival Equipment Worker	9.47
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	12.71
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	14.52
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.93
29020 - Hatch Tender	21.93
29030 - Line Handler	21.93
29041 - Stevedore I	19.92
29042 - Stevedore II	22.72
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	18.40
30022 - Archeological Technician II	20.70
30023 - Archeological Technician III	25.54
30030 - Cartographic Technician	23.75
30040 - Civil Engineering Technician	22.50
30061 - Drafter/CAD Operator I	16.60
30062 - Drafter/CAD Operator II	20.65
30063 - Drafter/CAD Operator III	23.10
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	14.80
30082 - Engineering Technician II	18.49
30083 - Engineering Technician III	20.83
30084 - Engineering Technician IV	25.87
30085 - Engineering Technician V	27.45
30086 - Engineering Technician VI	28.14
30090 - Environmental Technician	18.48
30210 - Laboratory Technician	17.66
30240 - Mathematical Technician	24.59
30361 - Paralegal/Legal Assistant I	15.52
30362 - Paralegal/Legal Assistant II	18.15
30363 - Paralegal/Legal Assistant III	22.18
30364 - Paralegal/Legal Assistant IV	26.84
30390 - Photo-Optics Technician	23.01
30461 - Technical Writer I	18.83



30462 - Technical Writer II	23.02
30463 - Technical Writer III	24.85
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19.78
30621 - Weather Observer, Senior (3)	21.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.13
31030 - Bus Driver	15.21
31043 - Driver Courier	16.62
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	15.81
31310 - Taxi Driver	12.54
31361 - Truckdriver, Light	17.39
31362 - Truckdriver, Medium	20.24
31363 - Truckdriver, Heavy	22.34
31364 - Truckdriver, Tractor-Trailer	22.34
99000 - Miscellaneous Occupations	
99030 - Cashier	8.91
99050 - Desk Clerk	9.86
99095 - Embalmer	23.07
99251 - Laboratory Animal Caretaker I	9.50
99252 - Laboratory Animal Caretaker II	9.94
99310 - Mortician	25.38
99410 - Pest Controller	14.91
99510 - Photofinishing Worker	10.31
99710 - Recycling Laborer	13.32
99711 - Recycling Specialist	17.16
99730 - Refuse Collector	12.34
99810 - Sales Clerk	9.42
99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	20.24
99831 - Surveying Aide	10.46
99832 - Surveying Technician	16.44
99840 - Vending Machine Attendant	10.41
99841 - Vending Machine Repairer	13.63
99842 - Vending Machine Repairer Helper	11.24

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006,

unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PERFORMANCE WORK STATEMENT  
FOR  
PROVIDING MEALS, LODGING, AND TRANSPORTATION  
TO APPLICANTS PROCESSING AT THE  
BUFFALO MEPS  
MILITARY ENTRANCE PROCESSING STATION (MEPS)

## SECTION 1

### GENERAL

1.1 Scope of Work. The contractor shall furnish facilities, furniture, equipment, supplies, management, supervision and labor to provide lodging accommodations, meal services and transportation services as specified herein for Armed Forces/Government Agency applicants processing at the Buffalo Military Entrance Processing Station (MEPS), 2024 Ent Avenue, Building 799, Niagara Falls, NY 14304. The contractor shall provide services in accordance with the terms, conditions and specifications set forth in this statement of work and generally include:

1.1.1 Providing single and double occupancy motel/hotel rooms, supper, and breakfast the following morning, when called for by the Contracting Officer.

1.1.2 Providing transportation (bus, limousine, van or taxi) service as outlined in paragraph 5.3.

1.1.3 Providing parking for those applicants who arrive in privately owned vehicles and are provided rooms in accordance with this contract.

1.1.4 The total unit price per applicant for single room or double room shall be the same rate and shall include the costs for breakfast and supper meals and transportation service.

1.2 Subcontracting. The contractor shall furnish meals and lodgings from his/her establishment or at a location specified in the contract. The contractor shall not subcontract to any other establishment or any other location not specified in the contract without prior written approval of the Contracting Officer. Establishments proposed for subcontracting shall meet all specifications required in the performance of services under the terms of this contract.

1.3 Meals. The contractor shall serve breakfast and supper to applicants in accordance with times as specified at 5.2.1, 5.2.2 and 5.2.3.

1.4 The contractor shall provide services under this contract as specified. General operational requirements, (meals, lodging and transportation) shall normally be required for applicants arriving on Sundays through Thursdays, and approximately 26 Fridays.

1.4.1 Services may be required on other days due to emergency situations such as canceled airline flights or inclement weather. Orders will normally be issued by the Contracting Officer in advance. Failure by the Government to provide such advance notice or to modify the order once issued without providing additional notice will not be grounds for a claim for additional compensation by the contractor.

1.4.2 Lunch shall be provided to applicants for emergency situations only.

1.5 The Government estimates that an average of 26, and a maximum of 45 applicants will require services daily. Of the established annual total, less than 1 % of the annual estimate will require single room accommodations. An estimated 100 applicants annually will require services under emergency situations. This number shall be an estimate only based on the best information available to the Government at the time of notification. The contractor shall reserve requested rooms until 8:00 P.M. each evening. Rooms shall be assigned within 15 minutes after arrival at the lodging facility.

1.5.1 A record of actual number of applicants for a 12 month period is provided at Technical Exhibit (TE) 1. This historical data is provided for information only to reflect the variations in requirements throughout the year and does not reflect actual or projected requirements.

1.5.2 All applicants coming to the contractor will be provided services called for by this contract. Applicants whose names are not reflected on the projected processing list provided daily by the MEPS shall be identified as a "walk-

in" and processed by the contractor as outlined. There will be an estimated 3 walk-in's daily. Applicants that are on the projected processing list that arrive after 8:00 P.M., and are not projected as a late arrival, will be processed as a "walk-in". The contractor shall be provided the applicant projected processing lists from the MEPS by 4:00 P.M. daily. How the contractor gets the lists from the MEPS will be agreed upon between the contractor and the MEPS. Forms can be made by delivery by the MEPS to the contractor; picked-up by the contractor at the MEPS or the MEPS can provide the forms by facsimile.

1.5.3 The MEPS will be closed on Federal holidays and on approximately five training days per year. The contractor will be notified in advance of the specific training dates.

1.6 Illegal Acts. The contractor shall not knowingly condone illegal acts on the premises of his/her establishment.

1.7 Security. The contractor shall provide their plan for security to ensure the applicants are in a safe and crime free environment.

1.8 Liability. The Government assumes no liability for any damage caused by the applicants.

1.9 Quality Assurance. The Government will monitor the contractor's performance under the following methods:

1.9.1 The MEPS Commander, the MEPS Medical Officer, the designated USMEPCOM Sector representative, and USMEPCOM Inspector General or their designated representative, and/or any other person designated in writing by the Contracting Officer will inspect the contractor's facilities to ensure that state and local health, sanitation and fire prevention standards are being maintained, and that accommodations and meals are being furnished in accordance with contractor's proposal. Such inspections will be conducted at unannounced times.

1.9.2 The Government requires the contractor to perform all services as specified on the effective date of the contract.

1.9.3 The Quality Assurance Evaluator (QAE) will monitor the contractor's performance in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

1.10 Courtesy. The contractor's employees shall be courteous to all persons served under this contract. Courtesy rendered shall be equal to that rendered to other customers of the establishment and equal to that expected of any public lodging facility. Services and consideration provided all guests shall be provided applicants.

1.11 Vehicles.

1.11.1 Vehicles used to transport applicants shall meet the local and state inspection and safety requirements to include appropriate insurance. Vehicles shall be appropriately (professional quality) identified with the lodging facility's name clearly visible.

1.11.2 Vehicles shall be kept neat and clean inside and out.

1.11.3 Vehicles shall be equipped with heater and air conditioner to provide comfortable temperatures.

1.11.4 Vehicles shall be operated by drivers who meet all state and local licensing and insurance requirements. Drivers shall transport applicants in a safe, legal and courteous manner. Safety standards and courtesy rendered will equal those that would be afforded by any other chartered or public transportation service.

## SECTION 2

### DEFINITIONS

1. Walk-in's are applicants that are not projected by the MEPS and are not listed on the MEPS daily forms. A walk-in may also be an applicant that was projected, but did not arrive until after 8:00 P.M. and was not guaranteed for late arrival.
2. U.S. Federal Holidays, as established pursuant to 5 U.S.C. 6103(a).

New Year's Day	1 January
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

NOTE: If the holiday falls on a Sunday, it will be observed the following Monday, those falling on a Saturday will be observed on the preceding Friday. The MEPS will normally be closed on holidays, but applicants will normally require meals and lodging on holidays to process at the MEPS on the following day. There are approximately five training days per year. The contractor will be notified in advance of the specific dates.

## SECTION 3

### GOVERNMENT-FURNISHED PROPERTY

The Government will provide the contractor the necessary daily authorization and receipt vouchers.

## SECTION 4

### CONTRACTOR-FURNISHED PROPERTY

The contractor shall furnish all food, facilities, equipment, supplies, management, supervision and labor required for the performance of this contract, except that specifically identified as Government-furnished property in Section 3.

## SECTION 5

### LODGING/MEALS SPECIFICATIONS AND SPECIFIC TASKS

#### 5.1 Lodging Specifications.

##### 5.1.1 General. The contractor shall provide:

5.1.1.1 The sleeping facilities furnished shall be solely on the basis of one individual to a bed with no more than two individuals to a room for double occupancy.

5.1.1.1.1 In case of an emergency, contractor will be allowed to put three individuals to a room, using a roll-away bed. THIS WILL BE ALLOWED ONLY IN AN EMERGENCY. IT WILL BE MONITORED.

5.1.1.1.2 Double set of bath towels, washrags, hand towels, soap, shower mats, bath mats and any other amenities such as shampoo that is supplied to regular hotel guests.

5.1.1.2 Accommodations, services and privileges normally provided to other guests by the establishment shall be given to applicants billeted at Government expense.

5.1.1.3 All applicants identified as requiring single rooms are officer candidates. A double room may be assigned to an officer candidate if a single room is not available, but the officer candidate shall not share the double room with another applicant.

5.1.1.4 Unless the Government specifically requests a single room for an individual, the contractor shall provide double rooms to all applicants, with no more than two individuals in a double room with two beds.

5.1.1.5 Male and female applicants will not be billeted in the same room. Males will be billeted on separate floors from the females or in separate wings of a single floor facility if at all possible.

5.1.1.6 Wake-up service shall be provided; however, applicants shall not be awakened earlier than a half hour prior to breakfast.

5.1.2 Fire and Safety. The contractor's facility shall comply with applicable fire and safety codes and regulations.

5.1.3 Miscellaneous Services.

5.1.3.1 The Government will not be responsible for any miscellaneous charges incurred by the applicant. The contractor shall explain to the applicants miscellaneous services not covered by this contract, such as personal telephone charges, pay-for-view movies, room service, meals in excess of the contract requirements, and other such services available. The contractor shall provide information to the applicants on the schedules for meals, wake-up and transportation, and other services available through this contract.

5.1.3.2 Accompanying spouses. The Government is under no obligation to provide services for accompanying spouses. Charges for accompanying spouses shall be between the contractor and the spouse.

5.2 Meals shall be served at the times indicated below:

5.2.1 Supper meals from 5:00 P.M. until 10:00 P.M.

5.2.2 Breakfast from 4:30 A.M. until 5:30 A.M.

5.2.3 Emergency Lunches from 11:00 A.M until 1:00 P.M.

5.2.4 The contractor shall serve supper and breakfast to applicants within 20 minutes from time of arrival at the dining facility. This includes meals for late arrivals

5.3 Transportation Requirements.

5.3.1 RESERVED

5.3.2 The contractor shall provide transportation to move applicants from the contractor's facility to the MEPS. The contractor shall transport all applicants from his/her facility to the MEPS each morning so as to arrive at the MEPS site no later than 5:45 A.M.; but no earlier than 5:30 A.M. The contractor is responsible for transporting the applicants on-time; however, applicants shall not be awakened any earlier than 30 minutes before breakfast time.



5.3.3 The contractor shall provide transportation for applicants stranded at the airport due to flight cancellations and/or other emergency situations. Applicants will be afforded services in accordance with the statement of work. Services will be required approximately 30 times per year.

5.3.4 The cost for the transportation requirements listed in paragraphs 5.3.1, 5.3.2 and 5.3.3 above shall be included in the unit cost.

5.4 Meals/Lodging Vouchers. The contractor shall perform administrative functions to account for meals/lodgings services to MEPS applicants. Necessary forms and instructions will be made available to the contractor by the Contracting Officer's representative. The contractor shall return the completed forms with the daily charges to the MEPS on a daily basis no later than noon on the second work day following the applicant's arrival at the contractor's facility.

## SECTION 6

### REFERENCES

Documents applicable to this Performance of Work Statement are listed below and are coded as either mandatory or advisory. The contractor shall be obligated to follow those coded as mandatory. These references with any subsequent changes shall be furnished to the contractor. The contractor shall post and update changes to the applicable publication. If any changes become effective during the contract period which effects the requirements of this contract, these changes shall be negotiated with the contractor.

### ADVISORY

### MANDATORY

Instructions for Vendors for the Meals and Lodging Voucher System (Provided by the COR)	X
Applicable State and Local Fire and Safety Codes	X
Security Pamphlet (Provided by the COR)	X

TECHNICAL EXHIBIT 1HISTORICAL DATABUFFALO MEPS (AT NIAGARA)

Buffalo Lodging Report				
MEPS	Month	Total Numbers of Applicants -		
		Projected	Actually Staying	Walk-Ins
Buffalo	Jan-06	626	510	64
Buffalo	Feb-06	555	470	55
Buffalo	Mar-06	597	497	62
Buffalo	Apr-06	479	383	56
Buffalo	May-06	531	435	59
Buffalo	Jun-06	546	475	51
Buffalo	Jul-06	687	576	86
Buffalo	Aug-06	660	559	59
Buffalo	Sep-06	562	486	75
Buffalo	Oct-06	473	389	70
Buffalo	Nov-06	409	344	65
Buffalo	Dec-06	333	286	61
TOTAL - - - - - >		6,458	5,410	763
AVG DAILY COUNT - - >		25.23	21.13	2.98
Processing Days = 256				

## NOTE:

The above historical data, reflecting the actual use during the period shown, is provided for information only.